

License terms for the use of music recordings

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§ 1 Rights

1. All of the music recordings offered by SOUND TAXI are protected by copyright in Germany and abroad by the German Copyright Act (Urheberrechtsgesetz, UrhG), international contracts, and other governing laws. SOUND TAXI Customers receive a license to use the music recordings in accordance with the License Terms provided in the following.
2. In the context with these License Terms, SOUND TAXI offers its Customers the following types of music recordings:
 - a). Music recordings that are free from claims or rights by domestic or foreign performing rights organizations and other collecting societies SOUND TAXI indicates accordingly that such music recordings are not safeguarded by performing rights organizations (“**Non-PRO**”).
 - b). Music recordings registered with a performing rights organizations and/or other collecting societies such as ASCAP, PRS or BMI. SOUND TAXI explicitly indicates this status accordingly (“**PRO-registered**”) and identifies the name of the corresponding organization (e.g., **GEMA, SUISA, BMI, ASCAP, PRS**). In this regard, it will be explicitly indicated to Customers that they need to obtain rights for particular forms of use – even if such rights might be viewed as encompassed by the license issued here – from the respective organization (e.g., obtain public performance rights from BMI), for which separate fees will also need to be paid to the organization. Customers are independently responsible for obtaining rights from these organizations. SOUND TAXI provides no guarantee that licensed music recordings identified as “PRO-registered” may be used without the separate approval of the performing rights associations. In this regard, Customers must make the required inquiries themselves and, if applicable, obtain the required rights.
3. Under Sec. 13 and Sec. 74 (1) sentence 1 of the German Copyright Act, composers and artists have the right to be identified by name. If music recordings are used in television or film productions, you must indicate the artist in the closing credits: Soundtaxi ©Composer, Track. You must similarly identify the artist for every other use of music recordings except where providing such reference is unreasonable for technical reasons, where governing law permits a different approach, or where providing such reference is atypical in the industry.

§ 2 Acquisition and scope of rights of use

1. By paying the full license fees, customers acquire a basic, non-exclusive, non-transferable usage right to privately or commercially use a musical work within a 'project' to be more closely specified by the customer. Insofar as no other agreements are concluded, and insofar as the usage right indicated below in the licenses listed in Clause 3 does not indicate that said usage right is restricted in time and/or locality, the customer shall be granted the unlimited right of use in terms of time and locality within the framework of the specified project.
2. SOUND TAXI customers are not entitled to grant a sub-license to a third party for the use of the musical works. Furthermore, it is prohibited to transfer the rights of usage acquired in terms of these license stipulations to a third party.
3. The music recordings may be used by the Customer for only one project in the context of the “license groups” described below, which the Customer selects when ordering.

SOUND TAXI offers usage rights, subject to the provisions set out under Sec. 1, in connection with the following license groups:

a) License Group 1

- **Presentation / Show** (i.e., any live public presentation, that is not a video) **or**
- **Student Film Basic** (festivals / online / up to 1,000 copies) **or**
- **Additional language License group 2.**

b) License Group 2

- **Website Background Music** **or**
- **Corporate Film, including Training, Promotional or Educational Video, Online Advertising** (incl. cutdowns / 1 language version / online / exhibitions & events / advertising budget up to \$1,000) **or**
- **Online Editorial or Narrative Film** (1 film intended for online distribution such as internet TV program, webseries, online news or magazine programming, with the exception of commercial productions distributed on major platforms such as Netflix) **or**
- **Hold music** (used for a telephone holding loop / telephone advertising / 1 location) **or**
- **Up to any Combination of Downloads and/or Copies totalling 1,000 Copies.**

c) License Group 3

- **Online Advertising** (advertising budget up to \$10,000 / incl. cutdowns / 1 language version / online / exhibitions & events) **or**
- **Radio/Cinema Advertising, regional** (1 advertising spot / license valid for 1 year) **or**
- **Student Film Extended** (TV & cinema worldwide / festivals / online / up to 5,000 copies) **or**
- **Up to any Combination of Downloads and/or Copies totalling 5,000 Copies.**

d) License Group 4

- **Online Advertising** (advertising budget up to \$20,000 / incl. cutdowns / 1 language version / online / exhibitions & events) **or**
- **Radio / Cinema Advertising, national** (1 advertising spot / license valid for 1 year) **or**
- **TV Advertising, regional** (1 advertising spot / license valid for 1 year) **or**
- **Point-of-Sale (POS) Advertising, national** (1 video / license valid for 1 year) **or**
- **Public Viewing Advertising, national** (1 advertising spot / license valid for 1 year) **or**
- **App / Video Game** (1 app / video game) **or**
- **Up to any Combination of Downloads and/or Copies totalling 10,000 Copies.**

4. SOUND TAXI's prior written consent must be obtained for forms of use of any kind that do not belong to one of the license groups specifically stipulated by way of a separate licensing agreement within the meaning of Clause 3.

5. In other respects, the usage rights granted also include, subject to the provisions set out under Sec. 1, the right to technically convert, to save, and to compress and/or decompress the music recordings into the format required in accordance with the respective technical demands of a project. Furthermore, shortening the music recordings is also permitted, provided the artists' and composers' moral rights are observed.

No other processing or adaptation of the music recordings is permitted, in particular remixes, samples, new recordings, as well as revisions, modifications, or changes to the content of the music recordings. In all other respects, the respective rights holders retain the copyrights and related rights to the music recordings, even in the event of authorized changes and modifications. For this reason, Customers are also not permitted to market or sell modified music recordings in their own name.

6. Additionally, the music recordings may not be used, distributed, made available, or resold in connection with music archives or databases. The use of music recordings for website templates is likewise prohibited.

Reproduction of music recordings or parts thereof for purposes of individual resale or relicensing is prohibited both in their existing as well as in any amended form (adaptation, arrangement, new recordings, etc.).

Additionally, offering the music recordings for download by or otherwise making them available to third parties in connection with file-sharing platforms or electronic networks is prohibited.

Furthermore, uses that violate the laws of the Federal Republic of Germany, the European Union, or which are contrary to public policy or accepted moral principles are prohibited. This applies in particular to uses of any type that are racist, glorify violence, are pornographic, or incompatible with the constitution.

7. In the event that the above License Terms are breached, SOUNDTAXI reserves the right to take action under civil and criminal law, and furthermore to close the account immediately.

§ 3 Miscellaneous

The laws of the Federal Republic of Germany applies, with the exclusion of UN sales law as well as of the conflict of laws standards of international private law.

The place of performance is – to the extent that this is legally permissible – Stuttgart.

The jurisdiction for all disputes on the grounds of or in connection with these License Terms is – to the extent that this is legally permissible – Stuttgart. The same applies if the customer has no general jurisdiction locally or, after conclusion of the contract, moves his place of residence or his usual address abroad or if his place of residence or his usual address is unknown at the time of lodging the complaint.

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